



Service Level Agreement

**Software Hosting, Support,
Maintenance and Technical Assistance
Dokeos Learning Management System**
Dokeos live conferencing
Dokeos Rapid Authoring

Between

DOKEOS S.P.R.L., 44 rue des Palais, B-1030 Brussels. Tel. +32 2 211 34 56.

.....

Named hereafter DOKEOS,

And

The Client

situated

.....

represented by

.....

Named hereafter The user

It is stated that

- The user wishes to get support, hosting and/or maintenance from DOKEOS on the software mentioned;
- These services are the object of the present contract;



It is agreed that:

Article 1: Object of the contract

This contract deals with services on the software described in annex 1 and named « the software ».

The **support** has three dimensions at DOKEOS :

1. detecting and fixing bugs;
2. releasing upgrades;
3. uninstalling software.

as described in articles 4 to 6 of the present contract.

The software support aims at having them run properly in conformity to technical specifications defined in annex 1.

The **maintenance** has three dimensions :

1. upgrading the Dokeos software;
2. upgrading the software layers on which Dokeos software relies on;
3. guaranteeing security of the portal and/or server.

The **hosting** has three dimensions:

1. providing one or many dokeos **portals** on a dedicated url;
2. guaranteeing the **access** to this/these portal(s) 24/24h and 7/7d except on scheduled maintenance periods;
3. guaranteeing the availability of the features described in the contract.

The **technical assistance** has three dimensions:

1. **helping** the client on any technical topic required in a minimum delay of intervention of 24 hours;
2. **fixing** problems on client server if access is possible or provided by the client himself (when not hosted);
3. **documenting** the client on problems and software when required.

Article 2: Lasting of the present contract

This contract is limited to the time situated between the day of its signature and the expiration date defined in it.



Article 3: End of contract

This contract will end at the end of the period defined in article 2.2.

If the user, before the end of the contract period, decides to interrupt it, he can do so by recommended letter defining a date of his choice. The user commits to communicate this date minimum 3 months before its term.

In case of application of the preceding item, the parties will go on acting in respect to the terms of the contract until its end.

The user can interrupt the contract immediately but then following the conditions defined at article 4.5 of the present contract.

Each party can end the present contract without legal intervention and with immediate effect if one of the following occurs : company collapse, end of commercial activity.

In case Dokeos does not respect one of the rules of the present contract, the client is allowed to interrupt the contract without warning and the client is paid back of prepaid amounts if relevant.

Article 4: Detecting and fixing software bugs

Starting at installation time, DOKEOS assumes that the software is in good order, in respect to specifications and features defined in annex 1. DOKEOS aims at fixing bugs that block the use of the software in respect to its specifications and features.

In case the user is confronted to bugs that block the use of the software, he will require the intervention of DOKEOS by email or by telephone.

The user will communicate to DOKEOS enough information on the nature of the problem and its circumstances.

This request of intervention can be addressed to Dokeos, unless specified in annex 1, on all business days between 9am and 5pm.

Within a delay of 8 open hours, DOKEOS will confirm to the user by phone or email its intervention and the way the problem will be fixed.

DOKEOS guarantees that the software will be back to service within the deadline duly communicated to the user, either in respect of article 4.3 or in a special note that replaces it.

Although article 4.4 deals with this, the user is allowed to end the contract by recommended letter if the problem is not fixed in a delay of 3 days, unless another delay is specified in annex 1.

Article 5: Upgrades

By upgrades we mean : a new or adapted version of the software in which known bugs have been removed, or new features have been developed.

DOKEOS will inform the user of the existence of every upgrade release during the contract period.

Following article 5.2, DOKEOS will proceed to the installation of the mentioned upgrade in a delay of 20 business days.



Article 6: Uninstallation of the software

Within a delay of 1 month after the end of the contract, DOKEOS will do whatever it can to uninstall the software or remove the physical devices it has brought.

Article 7: Confidentiality of data

Dokeos hosting guarantees the privacy of the client data by a series of technical and legal measures :

1. Passwords are crypted in the DB
2. Server is monitored 24/24 7/7 with RTM and AIDE so as to detect any non web intrusion in data
3. No non-web access to the server is possible
4. No physical access to the server
5. Passwords are not provided to third parties by Dokeos and Dokeos invites the client to a legal policy on the same topic
6. Backups are stored in a server that provides the same security settings than the hosting server
7. Use of a login/pass by a third party can be detected (additional cost) by a security admin setting available to the customer which details portal accesses by IP addresses.
8. Legal : the client is allowed to interrupt the contract without warning if he can prove that Dokeos is responsible of any kind of leak of information on the server and/or portal.

Article 8: Price and payment

Software support is provided under the conditions defined in Annex 1.

Support is invoiced every month.

All invoices are payable in a delay of 14 days.

In case of non payment of an invoice, a 10% delay interest will be charged, without warning.

DOKEOS is also allowed to end the contract immediately until all the invoices are paid.

Article 9: Absence of right on hardware or software belonging to DOKEOS

The user admits that he/she has no right on the software and/or the hardware used by DOKEOS in the present contract.

The user admits that he/she has no property rights on the software except the rights corresponding to the licences under which these softwares are released.



Article 10: Nullity of one term of the present contract

The nullity of one term of the present contract does not cancel the validity of the other terms or the entire contract.

When a term of the present contract is cancelled, it is replaced by a corresponding new one.

Article 11: Transmission of the rights to a third party

All parties can transmit to a third party their rights in the present contract without warning.

In case of transmission, the other party should however be informed by a recommended letter.

Article 12: Applicable law and authorized jurisdiction

The contract is regulated by and only by the Belgian law.

All conflicts related to this contract will be treated by the Brussels court.

Made in 2 copies in **Brussels** on **October 30, 2006**.

All parties admit to have received one copy of the present contract.

For DOKEOS

For the client



Annex 1 to SLA between DOKEOS and the user of

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Article 1.1: DOKEOS provides support on the following softwares:

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Article 1.3: Software support aims at having the software running properly as defined in item 1 of the present annex and relatively to the following specifications and features :

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Article 4.2 and article 7: A request for intervention can be addressed to Dokeos Support as described in 1.2 at the following time schedule and price:

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